

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION AT FLINT**

In Re: **Marshall & Voncille Gear**

Debtor

Case Number: 19-32388

Chapter 13

Hon. Joel D. Applebaum

**MOTION FOR ORDER AUTHORIZING EMPLOYMENT OF ATTORNEY FOR NON BANKRUPTCY
MATTER**

Now Comes Debtor **Marshall & Voncille Gear**, applying for an Order authorizing the employment of attorney for services in connection with non- bankruptcy legal matter to wit: criminal assault case pending, and payment of associated fees for services. In support of this application, Debtor respectfully states as follows:

1. Debtors filed their voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code on 4/7/19 and the case has been confirmed.
2. Debtor Marshall Gear has been charged with criminal sexual conduct and needs to defend himself against the charges.
3. Debtor(s) has retained the services of The Robinson Firm PLC, as Attorney to provide legal services and advice relating to charges.
4. Debtor(s) wish to authorize the employment of The Robinson Firm PLC and direct payment by Debtor of reasonable fees & costs for such services pursuant to the retainer agreement by and between Debtor and The Robinson Firm PLC.

WHEREFORE, Debtor respectfully requests that this Court authorize the employment of The Robinson Firm PLC to continue legal services and advice relating to the pending criminal charges, and authorizing reasonable compensation for the services & costs.

Respectfully submitted,

/s/ John L. Hicks

John L. Hicks (P44667)

Attorney for Debtor

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In Re: **Marshall & Voncille Grear**

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**ORDER AUTHORIZING EMPLOYMENT OF ATTORNEY FOR NON-BANKRUPTCY LEGAL
MATTER**

This matter comes before the court pursuant to debtors' Motion for Employment of Attorney for Non-Bankruptcy Legal Matter, proper notice having been provided and no objections filed or those objections now being resolved, the Court determining that the relief requested is warranted, and the Court being otherwise sufficiently advised in the premises;

NOW, THEREFORE;

IT IS HEREBY ORDERED that the debtor is authorized to continue employment The Robinson Firm PLC to provide legal services and advice relating to criminal charges currently pending against Marshall Grear;

IT IS FURTHER ORDERED that the legal fees and costs in accordance with the retainer agreement is authorized to be paid direct by Debtor;

“Proposed Order”

ENGAGEMENT AGREEMENT AND CONTRACT FOR LEGAL SERVICES

The undersigned (Client) hereby retains The Robinson Firm, PLC to represent **MARSHALL C. GREAR** (Client), for the following criminal charges and or investigation:

CASE NO.: 21T02152-FY

- 1) **CRIMINAL SEXUAL CONDUCT – 1ST DEGREE (PERSON UNDER 13)**
- 2) **CRIMINAL SEXUAL CONDUCT – 3RD DEGREE (FORCE OR COERCION)**
- 3) **CRIMINAL SEXUAL CONDUCT- 3RD DEGREE (FORCE OR COERCION)**
- 4) **CRIMINAL SEXUAL CONDUCT – 3RD DEGREE (FORCE OR COERCION)**

This Engagement Agreement and Contract for Legal Services (hereinafter referred to as Agreement) applies to Pre-charge Investigation and District Court Representation. This DOES also apply to Circuit Court. This does NOT apply to Federal Court.

FEE

Client and Attorney agree to the payment of a fee in the amount of: **\$25,000 (TWENTY FIVE THOUSAND DOLLARS)**. In reliance on this Agreement, Attorney will not be keeping hourly records. All reasonable (see MRPC 1.5 below) fees are due and payable in full upon retention unless other arrangements are made and approved by The Robinson Firm, PLC.

Further, this fee is deemed earned by the Robinson Firm, PLC, upon payment. However, should the attorney-client relationship end prior to the resolution of the agreed upon representation, the parties shall negotiate any refund based on the elements of MRPC 1.5 enumerated below. Should the parties be unable to reach an agreement on ending said representation, the parties agree to settle all differences through arbitration with the American Arbitration Association.

RULE 1.5 OF MICHIGAN RULES OF PROFESSIONAL CONDUCT

The client agrees that this lump sum fee is based not merely on the purchase of a fixed amount of attorney time but also on Rule 1.5 of the Michigan Rules of Professional Conduct, including:

1. The time and labor required, the novelty and difficulty of the questions involved, and the expertise and skill requisite to perform the legal service properly.
2. The likelihood, if apparent to the Client that the acceptance of the particular employment will preclude other employment by the firm.
3. The amount of time involved and the results involved.
4. The time limitations imposed by Client(s) or by the circumstances.
5. The experience, reputation, and ability of the lawyer or lawyers performing the legal services.

Further, both Client and Attorney agree that this is a valid, non-refundable fee arrangement as recommended by the State Bar of Michigan Proposed Rule 1.5(f) in that:

"A lawyer and client may agree to a lump sum or non-refundable fee arrangement that is earned by the lawyer at the time of the engagement or at the time of agreement, provided that the agreement is in writing, signed by the Client and states the fee is non-refundable.

SCOPE OF REPRESENTATION

The Client recognizes that this Agreement is for **District Court and Circuit Court representation only**. Client further acknowledges that all fees must be paid in full at the conclusion of the case, unless otherwise agreed.

MEJ

Client agrees and acknowledges that Attorney's services are completed upon the conclusion of the case and Attorney is therefore discharged as Attorney of record.

Further, this Agreement does not include forfeiture, remand to District Court following Bind Over to Circuit Court, appeals (or in the case of appeals, further appeals to another forum, representation for re-trial, or trial resulting in a hung jury or mistrial. **Representation on these or any other matters are not included and will require a separate Agreement and payment of additional fees.** If a Court orders any of the above-representation over the objections of THE ROBINSON FIRM, PLC., the undersigned agrees to pay the reasonable value of such additional services and expenses.

MEJ

Anything not specifically detailed in this Agreement is not included in representation and any additional representation will require a separate fee agreement.

MEJ

The Client recognizes that the balance must be paid in full prior to any Jury Trial.

COSTS AND EXPENSES

The Client shall be responsible for costs and expenses that are to be paid upon receipt of billing and/or in advance if required. Said costs and expenses include but are not limited to: Court costs, all official fees, witness fees, consulting fees, investigators, court reporters, photocopies, and long distance telephone calls.

OUTCOME OF CASE

It is expressly understood and agreed that no guarantees or promises have been made about the outcome of the case. The manner in which the case is concluded, whether by trial, negotiation, or otherwise does not affect the amount of the fee.

SUBSTITUTION/WITHDRAWAL/DISCHARGE OF ATTORNEY

The Robinson Firm, PLC, has the full power to substitute counsel, or to withdraw, with case, at any time upon reasonable notice to the Client. The parties agree that non-payment of fees and costs or expenses when billed shall constitute cause for withdrawal.

Further, I consent to Attorney Robinson consulting with attorneys closely related to his practice in the event of novel or complex legal issues that may arise that may affect the outcome of the case.

CLIENT RESPONSIBILITY

If The Robinson Firm, PLC, is discharged by the Client without good cause, the contractual obligation herein to pay the fee and costs is not affected.

The Robinson Firm, PLC, will be kept advised by the Client of the Client's whereabouts and the Client will cooperate at all times, will appear as requested upon reasonable notice, and will comply with all reasonable requests made in connection with this matter.

PAYMENT PLAN:

\$7,000.00 PAID ON 08/18/2021.

\$5,000.00 TO BE PAID BY 09/18/2021.

\$700.00 TO BE PAID ON THE 18TH OF EVERY MONTH UNTIL THE BALANCE IS PAID IN FULL.

DATED: 8-18-21

Marshall Green
Client: